

JURY TRIAL DEMANDED

IN THE DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI

COSMOS GRANITE CENTRAL LLC,	)	
	)	
Plaintiff,	)	
	)	Case No. 4:18-cv-01002 CDP
Vs.	)	
	)	
RIVER CITY GRANITE & STONE	)	
WORKS, LLC, and	)	
ROBERT NAUCKE	)	
	)	
Defendants.	)	
	)	

**ANSWER OF DEFENDANT ROBERT NAUCKE**

COMES NOW, Defendant Robert Naucke by and through his attorney of record and hereby provides the following answer to Plaintiff's Complaint

1. Defendant Naucke is without sufficient information to admit or deny the allegations contained in Paragraph 1 of the Complaint, and therefore must deny the same.
2. Defendant Naucke is without sufficient information to admit or deny the allegations contained in Paragraph 2 of the Complaint, and therefore must deny the same.
3. Defendant Naucke admits Paragraph 3 of the Complaint.

4. Defendant Naucke admits that there is diversity of citizenship, but denies all remaining allegations in Paragraph 4 of the Complaint.
5. Defendant Naucke denies Paragraph 5 of the Complaint.
6. Defendant Naucke is without sufficient information to admit or deny the allegations contained in Paragraph 6 of the Complaint, and therefore must deny the same.
7. Defendant Naucke denies the allegations in Paragraph 7 of the Complaint.
8. Defendant Naucke denies the allegations in Paragraph 8 of the Complaint.
9. Defendant Naucke makes no answer to the allegations in Paragraph 9 as it does not contain allegations directed to him. However, if required and called upon to answer said allegation, Defendant must deny the same.
10. Defendant Naucke makes no answer to the allegations in Paragraph 10 as it does not contain allegations directed to him. However, if required and called upon to answer said allegation, Defendant must deny the same.
11. Defendant Naucke denies the allegations in Paragraph 11 of the

Complaint.

12. Defendant Naucke denies the allegations in Paragraph 12 of the Complaint.

13. Defendant Naucke admits Paragraph 13 to the extent that demands for payment have been made; However, Defendant denies all remaining allegations contained in Paragraph 13 of the Complaint.

#### **COUNT I - BREACH OF CONTRACT**

Defendant Nacuke makes no answer to Count I as this count is directed to another defendant. However, if called upon and required to answer, Defendant Naucke denies all allegations in Count I.

#### **COUNT II- ACTION ON ACCOUNT**

Defendant Nacuke makes no answer to Count II as this count is directed to another defendant. However, if called upon and required to answer, Defendant Naucke denies all allegations in Count II.

#### **COUNT III - QUANTUM MERUIT**

Defendant Nacuke makes no answer to Count III as this count is directed to another defendant. However, if called upon and required to answer, Defendant Naucke denies all allegations in Count III.

#### **COUNT IV - BREACH OF GUARANTEE**

32. Defendant Naucke reasserts all of his previous answers as his answers for Paragraph 32 of the Complaint.

33. Defendant Naucke denies the allegations in Paragraph 33 of the Complaint.

34. Defendant Naucke denies the allegations in Paragraph 34 of the Complaint.

35. Defendant Naucke denies the allegations in Paragraph 35 of the Complaint.

36. Defendant Naucke denies the allegations in Paragraph 36 of the Complaint.

37. Defendant Naucke denies the allegations in Paragraph 37 of the

Complaint.

38. The purported Guarantee speaks for itself as to its terms, as such Defendant Naucke makes no answer to the allegations in Paragraph 38. However, if required and called upon to answer said allegation, Defendant must deny the same.

### **AFFIRMATIVE DEFENSES**

COMES NOW Defendant Robert Naucke provides the following affirmative defenses to Plaintiff's Complaint.

1. Plaintiff fails to state a claim upon which relief can be granted.
2. Plaintiff has failed to mitigate its damages.
3. Plaintiff's claim for monetary damages fails to take into consideration the payments made by Defendants, and as such must fail.
4. The alleged Guarantee attached as part of Exhibit 1, fails to state the account, the debt, and/or the business for which Defendant Naucke purportedly guaranteed payment; and as such, is legally deficient and must fail.
5. Venue in the Eastern District of Missouri is improper as all suits arising out of the purported Guarantee must be filed in Du Page County, Illinois.

WREFORE having fully answered, Defendant Robert Nuacke prays that this Court dismiss Plaintiff's Complaint with Plaintiff to bear costs herein, and for such other relief as this Court deems just and proper under the circumstances.

Defendant Nuacke demands a trial by jury.

Respectfully submitted,

By: /s/Steven A. Trefts  
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Robert Nuacke

#### **CERTIFICATE OF SERVICE**

The undersigned states a copy of the foregoing document was electronically mailed to Plaintiff's attorney of record, Joseph Trad - [jtrad@lewisrice.com](mailto:jtrad@lewisrice.com) and Justin Ludendorff - [Ludendorff@lewisrice.com](mailto:Ludendorff@lewisrice.com) on this 10<sup>th</sup> day of July 2018.

/s/Steven A. Trefts